

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Financial Services

AGENDA DATE: Introduction: May 12, 2009
Public Hearing: May 19, 2009

CONTACT PERSON/PHONE: Liza Ramirez-Tobias, Capital Assets Manager, 915-541-4074

DISTRICT(S) AFFECTED: #4, Representative Castro

SUBJECT:

An ordinance authorizing the City of El Paso to sell a portion of Lot 21 and a portion of Lot 22, Block 13, Sahara Subdivision, El Paso, El Paso County, Texas, to Mountain Vista Builders, Inc.

BACKGROUND / DISCUSSION:

There is currently an encroachment on to City property of approximately ten feet, due to error of ownership identification. The Capital Assets & Real Estate Committee (CARE) recommends: in accordance with Section 272.001 of the Texas Local Government Code, that the identified parcels be sold to the abutting property owner because the parcels are narrow strips of land and because of their shape and small area cannot be used independently under the City's current zoning or under applicable subdivision or other development control ordinances. Mountain Vista Builders, Inc. is the abutting property owner for both parcels, and the City of El Paso has received an independent appraisal of the market value of for its interest in the identified properties. Mountain Vista Builders, Inc. is willing to pay the appraised value of \$5,500.00 for the identified properties.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

CARE Committee has recommend sale, no city use identified.

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Carmen Quiroga (Andelania)
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

AN ORDINANCE AUTHORIZING THE CITY OF EL PASO TO SELL A PORTION OF LOT 21 AND A PORTION OF LOT 22, BLOCK 13, SAHARA SUBDIVISION, EL PASO, EL PASO COUNTY, TEXAS, TO MOUNTAIN VISTA BUILDERS, INC.

WHEREAS, the City of El Paso staff has recommended the sale of a portion of Lot 21 and a portion of Lot 22, Block 13, Sahara Subdivision El Paso, El Paso County, Texas; and

WHEREAS, in accordance with Section 272.001 of the Texas Local Government Code, City staff has recommended that the identified parcels be sold to the abutting property owner because the parcels are narrow strips of land and because of their shape and small area cannot be used independently under the City's current zoning or under applicable subdivision or other development control ordinances; and

WHEREAS, Mountain Vista Builders, Inc., is the abutting property owner for both parcels; and,

WHEREAS, the City of El Paso has received an independent appraisal of the market value of for its interest in the identified property; and

WHEREAS, Mountain Vista Builders, Inc. is willing to pay the appraised value of \$5,500.00 for the identified property,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Contract of Sale and all other necessary documents, in a form approved by the City Attorney's Office, conveying the following property to Mountain Vista Builders, Inc.

Parcel 1: A portion of Lot 21, Block 13, Sahara Subdivision, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes; and

Parcel 2: A portion of Lot 22, Block 13, Sahara Subdivision, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

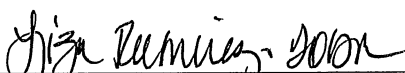
PASSED AND APPROVED this _____ day of _____, 2009.

THE CITY OF EL PASO

John F. Cook, Mayor

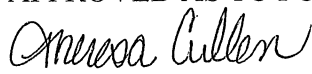
ATTEST:

Richarda Momsen, City Clerk
APPROVED AS TO CONTENT:



Liza Ramirez-Tobias, Capital Assets Manager

APPROVED AS TO FORM:



Theresa Cullen, Deputy City Attorney

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

CONTRACT OF SALE

This Agreement is entered into this _____ day of _____, 2009, by and between the **City of El Paso**, hereinafter referred to as the "City" and **Mountain Vista Builders, Inc.**, hereinafter referred to as the "Buyer."

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Description of Property.** The City hereby agrees to sell and convey and the Buyer hereby agrees to acquire the following described real property located in El Paso County, Texas:

Parcel 1: A portion of Lot 21, Block 13, Sahara Subdivision, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes; and

Parcel 2: A portion of Lot 22, Block 13, Sahara Subdivision, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes; and

together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest of the City in and to all easements, appurtenances, and right-of-ways, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property, hereinafter collectively referred to as the "Property." In addition, the following conditions will be applicable to the City's sale of the Property:

- 1.1 **Radioactive Materials.** Any conveyance of this Property will be subject to a restrictive covenant in the Deed to the effect that the Buyer, its successors or assigns, will not, for a period of at least seventy-five (75) years, discard, place, or store upon such land, any radioactive material or other materials which would contaminate or otherwise damage the ground water supply or resources of the City.
- 1.2 **Surveys.** The Buyer accepts responsibility for conducting its own archeological and environmental surveys of the Property. Mitigation of any conditions on the Property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the Buyer who shall take the Property subject to all existing conditions. The Buyer accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the Property.
- 1.3 **Easements.** Easements for water and wastewater lines, if not located in public streets, shall be provided at no cost to the City or its Public Service Board.

- 1.4 **Groundwater.** All ground water, water rights, or rights to surface water shall be reserved to the City and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record or apparent upon the property. The Buyer shall not have the right to drill a well and produce therefrom any quantity of groundwater.

2. **Amount of Payment of Purchase Price.**

- a. The purchase price for the Parcel 1 shall be TWO THOUSAND, NINE HUNDRED AND 00/100THS DOLLARS (\$2,900.00), plus any additional closing costs as identified in Paragraph 5.2.
- b. The purchase price for the Parcel 2 shall be TWO THOUSAND, SIX HUNDRED AND 00/100THS DOLLARS (\$2,600.00), plus any additional closing costs as identified in Paragraph 5.2.
- c. As a condition of sale of Parcel 1 and Parcel 2, the Buyer agrees to move an existing rock wall to the Buyer's new property line which will be adjusted with the acquisition of Parcel 1 and Parcel 2 at 5741 Manila Lane and 5744 Saluki Avenue; remove and relocate a five-foot ADA compliant accessible sidewalk along McCombs Street from Manila Lane to Saluki Avenue; provide for ADA compliant accessible curb cuts and ramps at the intersections of McCombs Street and Manila Lane and McCombs Street and Saluki Avenue; and provide landscaping along McCombs Street from Manila Lane to Saluki Avenue as shown on Exhibit "B", attached hereto and incorporated here in for all purposes. The Buyer agrees that all work identified as a condition of the sale in this paragraph will be done in accordance with all applicable City, state and federal rules and regulations and that the construction of this identified work will be completed within six months after the closing on the acquisition of Parcel 1 and Parcel 2.

- 2.1 **Payment of Sales Price.** The full amount of the purchase price will be payable in cash at the closing.

3. **Conditions to the Buyer's Obligations.** The obligations of the Buyer hereunder are to consummate the transaction contemplated herein are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the Buyer, at or prior to Closing.

- 3.1 **Title Insurance.** Within fourteen (14) days after receipt of written notification of the City's acceptance of the Buyer's offer, the Buyer shall provide the City with all information necessary to close the sale with the intent that, without good cause existing or further delay, it is anticipated that the City and the Buyer will close within thirty (30) days from the date of the approval of the City Council of an ordinance authorizing the sale of the Property. The Buyer at its expense will order a title commitment ("Commitment") from Land America Lawyers Title of El Paso, accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Buyer ("Owner's Policy").

- 3.2 **Title Objections.** The Buyer will give the City written notice after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the Buyer states that the condition is not satisfactory, the Buyer will specifically set forth in such notice the defect or exception to title that is deemed objectionable. The City may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.
4. **Representations of City.** The City hereby represents, to the extent allowed by law, to the Buyer that to the best of its knowledge, as follows:
- 4.1 **Parties in Possession.** At the time of closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.
- 4.2 **Mechanic's Lien.** (i) No action has been taken, suffered or permitted by or on behalf of the City, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; and (ii) no liens or lien claims, choate or inchoate, arising from the City's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly disclosed in the documents relating to this transaction, the City has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the City.
- 4.3 **Litigation.** There is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.
- 4.4 **Bills Paid.** At closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the City's ownership.
- 4.5 **Compliance Law.** All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in the City's development of the Property, have been complied with.
- 4.6 **Taxes.** While the City owned the Property, the Property was exempt from ad valorem taxes.
- 4.7 **Pre-Closing Claims.** City agrees that the Buyer's acceptance of title to the Property under the conveyance documents should not create any liability on the Buyer's part to third parties that have claims of any kind against the City in connection with the Property. The City hereby expressly disclaims any and all liability to third parties that have any claims against the City.
- 4.8 **Condition of Property Prior to Closing.** Prior to Closing, the City shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the Buyer.

4.9 **"AS IS, WHERE IS".** THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE CITY AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY AND THE CONDITION; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE CITY AND PURCHASED BY THE BUYER SUBJECT TO THE FOREGOING.

IN ADDITION, THE BUYER SPECIFICALLY ACKNOWLEDGES THAT THE CITY DOES NOT REPRESENT THAT ANY VARIANCE REQUESTS, WHICH MAY BE NEEDED FROM ANY APPLICABLE CITY BOARDS OR COMMISSIONS IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY, HAVE BEEN GUARANTEED OR WILL BE APPROVED.

4.10 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE CITY AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY,

HOLD HARMLESS, AND RELEASE THE CITY FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER SHALL INDEMNIFY, HOLD HARMLESS AND RELEASE THE CITY FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE CITY'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE CITY'S REPRESENTATIVES. THE BUYER INDEMNIFY, HOLD HARMLESS, AND RELEASE THE CITY FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE CITY IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

IN PARTICULAR, THE BUYER ACKNOWLEDGES THAT THERE MAY BE ASBESTOS ON THE PROPERTY AND THAT IT MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN ADDRESSING ANY ASBESTOS.

4.11 **Buyer's use.** The Buyer represents to the City that it intends to use the property in accordance with the residential uses abutting Parcel 1 and Parcel 2.

4.12 **Survival.** All agreements of the City made in this document shall survive the execution and delivery hereof and the Closing hereunder, until such time as all of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.

5. **Closing.** The closing of this transaction ("Closing") shall take place at the offices of Land America Lawyers Title Company, 11180 La Quinta, El Paso, Texas 79936 on or before the later of (i) thirty (30) days from the Effective Date; or (ii) thirty (30) days after the execution of this Agreement by the City, subject to delays due to the City's efforts to cure any title objection under Section 3.2.

5.1 **Possession.** Possession of the Property will be transferred to the Buyer upon Closing.

5.2 **Closing Costs.**

- (a) All recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer shall be paid by the Buyer.
- (b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the Buyer.

5.3 **City's Obligations.** At Closing, the City shall deliver to the Buyer a duly executed and acknowledged Quit Claim Deed conveying the Property and any related easements, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for (i) ad valorem taxes for the year of Closing, if any, which shall be prorated to the date of Closing, and assumed by the Buyer upon closing, (ii) the standard printed exceptions contained in the usual form of the Owner's Policy, and (iii) any other exceptions set forth in the Title Policy which the Buyer has approved pursuant to Paragraph 4 above.

5.4 **Other Obligations.** Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

6. **Default.**

6.1 **Breach by City.** In the event that the City shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the Buyer's default, or the termination of this Agreement in accordance with its terms, the City agrees to absorb the costs the City may have incurred in preparation for the sale of the Property.

6.2 **Breach by the Buyer.** In the event that the Buyer shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the City's default, or the termination of this Agreement in accordance with its terms, the City may seek specific performance of this agreement.

7. **Miscellaneous.**

7.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

City: City Manager
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

Buyer: Mountain Vista Builders, Inc.
Attn: Edward Santamaria, President
10657 Vista del Sol, Ste. #H
El Paso, Texas 79935

8. **Entire Agreement / Governing Law.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This

Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas.

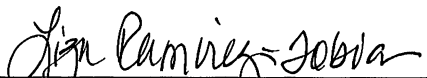
- 8.1 **Time.** Time is of the essence of this Agreement and each and every provision hereof.
- 8.2 **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.
- 8.3 **Survival of Provisions.** The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.
- 8.4 **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- 8.5 **Compliance.** In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the Buyer is hereby advised that it should be furnished with or obtain a policy of title insurance or have an abstract covering the Property examined by an attorney of its own selection.
- 8.6 **Effective Date.** As used herein, "Effective Date" shall mean the date of the approval of City Council of an Ordinance authorizing the sale of the Property.

The above instrument, together with all conditions thereto is hereby executed by the City this _____ day of _____, 2009.

CITY OF EL PASO
A Municipal Corporation


By _____
Joyce A. Wilson, City Manager

APPROVED AS TO CONTENT:



Liza Ramirez-Tobias
Capital Assets Manager

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

(Acknowledgment and Signatures on next page)

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2009, by Joyce Wilson, City Manager of the City of El Paso.

My Commission Expires:

Notary Public, State of Texas

The above instrument, together with all conditions thereto, is hereby executed by Edward Santamaria, President, President of Mountain Vista Builders, Inc., this _____ day of _____, 2009.

BUYER: Mountain Vista Builders, Inc.

By: _____
Edward Santamaria, President

ACKNOWLEDGMENT

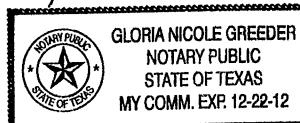
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 15TH day of April, 2009, by Edward Santamaria, President, President of Mountain Vista Builders, Inc.

My Commission Expires:

December 22, 2012

Gloria Nicole Greeder
Notary Public, State of Texas



Being a Portion of Lot 21, Block 13,
Sahara Subdivision,
City of El Paso, El Paso County, Texas
July 11, 2008

METES AND BOUNDS DESCRIPTION
Exhibit "B"

FIELD NOTE DESCRIPTION of a Portion of Lot 21, Block 13, Sahara Subdivision, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found iron rod located on the common boundary line of Lots 20 and 21, same being the southerly right-of-way line of Saluki Avenue (60' R.O.W), **THENCE**, leaving said common boundary line and along said southerly right-of-way line, North $88^{\circ}49'00''$ East, a distance of 40.00 feet to a found iron rod, **THENCE**, leaving said southerly right-of-way line, 5.05 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is $14^{\circ}28'39''$, whose chord bearing is South $83^{\circ}56'40''$ East, a distance of 5.04 feet to a point; and being the **POINT OF BEGINNING** of the herein described parcel;

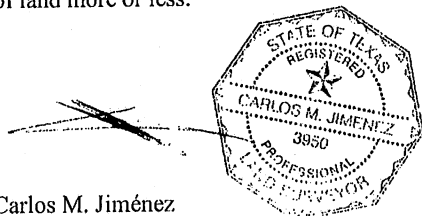
THENCE, Southerly right-of-way line, 13.33 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is $38^{\circ}10'41''$, whose chord bearing is South $57^{\circ}37'01''$ East, a distance of 13.08 feet to a point;

THENCE, South $01^{\circ}11'00''$ East, 102.13 feet to a point;

THENCE, Southerly right-of-way line, 4.04 feet along the arc of a curve to the right whose radius is 5.50 feet, whose interior angle is $42^{\circ}04'35''$, whose chord bearing is South $18^{\circ}57'05''$ East, a distance of 3.95 feet to a point;

THENCE, South $88^{\circ}49'00''$ West, 9.54 feet to a point;

THENCE, North $01^{\circ}11'00''$ West, a distance of 109.36 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 1,158.82 square feet or 0.0266 acres of land more or less.



Carlos M. Jimenez
Registered Professional Land Surveyor
Texas No. 3950

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2008\80512.wpd

Exhibit "A"
1 of 3

Being a Portion of Lot 22, Block 13,
Sahara Subdivision,
City of El Paso, El Paso County, Texas
July 9, 2008

METES AND BOUNDS DESCRIPTION

Exhibit "D"

FIELD NOTE DESCRIPTION of a Portion of Lot 22, Block 13, Sahara Subdivision, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE located on the common boundary line of Lots 22 and 23, Block 13, same being the northerly right-of-way line of Manila Lane (60' R.O.W), **THENCE**, leaving said common boundary line and along said northerly right-of-way line, North $88^{\circ}42'30''$ East, a distance of 40.00 feet to a point, **THENCE**, leaving said northerly right-of-way line, 5.05 feet along the arc of a curve to the left whose radius is 20 feet, whose interior angle is $14^{\circ}28'40''$, whose chord bearing is North $81^{\circ}34'40''$ East, a distance of 5.04 feet to a point; and being the **POINT OF BEGINNING** of the herein described parcel;

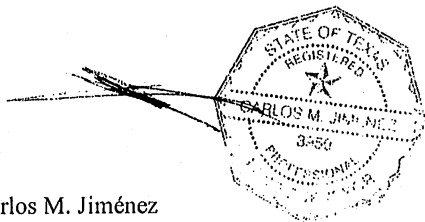
THENCE, North $01^{\circ}11'00''$ West, 104.01 feet to a point;

THENCE, North $88^{\circ}49'00''$ East, 9.50 feet to a point;

THENCE, 2.60 feet along the arc of a curve to the right whose radius is 5.50 feet, whose interior angle is $27^{\circ}07'33''$, whose chord bearing is South $14^{\circ}44'27''$ West, a distance of 2.58 feet to a point;

THENCE, South $01^{\circ}11'00''$ East, 95.25 feet to a point;

THENCE, 12.07 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is $34^{\circ}34'10''$, whose chord bearing is South $57^{\circ}03'15''$ West, a distance of 11.88 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 1,025.57 square feet or 0.0235 acres of land more or less.



Carlos M. Jiménez
Registered Professional Land Surveyor
Texas No. 3950

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2008\80512.wpd

Exhibit "A"
2 of 3

